

LINE STRIPING AGREEMENT

AGREEMENT ENTERED INTO
BETWEEN

Lombardi Enterprises, Inc. hereinafter referred to as the "Company" of "Employer"

AND

The International Union of Painters and Allied Trades, District Council 711 State of N.J.
Hereinafter referred to as the "Union".

ARTICLE I

Definition of Employer

1. The Employer as used herein shall be any corporation, partnership or proprietorship, or other legal entity that contracts to do painting or allied work and traffic marking for others and maintains a permanent place of business with a business telephone, suitable financial status to meet payroll requirements, welfare, pension and vacation fund payments and to meet compensation requirements and employing no less than one journeyman continuously.

ARTICLE II

Recognition

1. Recognition – The Company recognizes the Union as the exclusive representative of employees covered by the Agreement, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. It is understood that the provisions of this Agreement will relate to work performed by the Employer or by the employees at the instructions of the Employer anywhere within the State of New Jersey, or anywhere within the Jurisdiction as specified by the General Executive Board of the International Union of Painters and Allied Trades; that the conditions herein described including wages, hours, and fringe benefits shall be uniformed throughout the area.

2. Employees – The term “employees” as used in this Agreement shall include all production workers employed by the Employer with respect to the marking of all pavements, whether by machine or otherwise (including but not limited to parking areas, floor markings, roadway striping and marking under the heading “Pavement Marking”). Work assignments given by the Employer to the employees under this Agreement include but are not limited to all work in Pavement Markings consisting of stripes, letters, epoxy, pre-form tape, hot thermoplastic and reflective pavement markers including the operation of all related manual and automatic equipment, layout, cleaning and preparing surfaces, removal of existing markings, preparing slots for reflectors, installation of reflectors and any other work classification as historically performed by custom or practice by the Union. The employees so covered shall be only those employees who perform work at the job sites of the Employer, but shall not include supervisors, clerical and those employees as defined in the National Labor Relations Act as amended.

3. Union Shop – It shall be a condition of employment that all employees covered by the Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members on the effective date of this Agreement shall on the 30th calendar day following the effective date of the Agreement, become and remain members in good standing in the Union.

4. Membership in Good Standing – For the purpose of this Agreement a Union member shall be considered in good standing if he/she has paid or tendered the regular processing fee and periodic dues.

5. Whenever the Employer requires additional employees or desires to fill vacancies and there are no employees having the seniority right to recall he shall notify the Union thereof and shall, without discrimination because of membership or non membership in the Union, employ persons who he is satisfied are qualified to perform the work required from among the applicants referred by the Union. The Union agrees to refer applicants for employment and the Employer agrees to employ applicants without discrimination because of race, creed, color, religion, or national origin.

ARTICLE III

Withholding of Dues and Administrative Fees

1. The Employer further agrees that when authorized as required by law, shall deduct from the wages of each employee covered hereby, monthly, at such time as may be agreed upon between the Employer and the Union, the amount of the employees Union dues, working assessment or administrative fees, and submit such amount to the Union no later than the 10th day of the month following the deduction.

2. Authorized Official Receipt – The Union shall furnish to the employees a certificate showing the name and the address of the duly authorized official of the Union to whom all monies deducted by the Company from the pay of employees authorizing such deductions shall be transmitted.

ARTICLE IV

Labor Management Committee

4.1 The Company and Union agree to promote a relationship that will permit open discussions between the Company and the Union, for the purpose of increasing employee safety, processes, and production in the workplace.

4.2 Except as limited by this Agreement, the Employer shall have the right to: plan, direct, and control all its work; hire employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence, insubordination, habitual tardiness or absenteeism, safety violations, and participation in authorized work stoppage or slowdown); transfer employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; require the observance of applicable government regulations and safety standards maintain reasonable standards of production and quality of work; and decide upon methods; equipment, and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose of discrimination against any employee.

4.3 The Employer and the IUPAT recognize the necessity of promoting efficiency and agree that no Local rules, customs, or practice shall be permitted that limit production or manpower required to do the work, and that no limitations shall be placed on the amount of work that an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use provided that all safety regulations are satisfied.

4.4 Mutual agreed to amendments may be implemented as long as they are not in violation of any section of this Agreement.

ARTICLE V

Wages and Benefits

	Wage 01/01/10 To 06/30/10	Pension 01/01/10 To 06/30/10	Annuity* 01/01/10 To 06/30/10	H & W+ 01/01/10 To 06/30/10	Vacation* 01/01/10 To 06/30/10
Probationary Helper	\$20.70	\$2.98	\$0.53	\$8.08	\$0.53
1 st Year Helper	\$23.43	\$3.01	\$0.56	\$8.08	\$0.56
2 nd Year Helper	\$24.77	\$3.04	\$0.58	\$8.08	\$0.58
3 rd Year Helper	\$26.14	\$3.05	\$0.60	\$8.08	\$0.60
Journey-person	\$30.23	\$3.10	\$0.65	\$8.08	\$0.65

* Deducted from employees pay. Also deducted is \$15.00 per month Union Dues; \$0.02 per hour LMCI; \$0.02 per hour PAC. These deductions are subject to change.

+ Health and Welfare is not part of package and is allocated yearly in Article IX.

Package includes Wage and Pension.

07/01/10 – 06/30/10 @ 5% of total package, allocation to be determine

07/01/10 – 06/30/11 @ 5% of total package, allocation to be determine

07/01/11 – 06/30/12 @ 5% of total package, allocation to be determine

5% of package raises to be allocated by members ninety (90) days before raise goes into effect.

2. Parking Lot Re-striping – effective with this Agreement the wage rate for re-striping of private parking lots shall be \$24.04. This rate shall not apply to any and all road and highway striping nor shall it apply to new lots private or other being done for the first time.

3. Probationary Helper – the wage rate for the Probationary Helper employee will be in effect for the first six (6) calendar months of employment. Upon completion of the Probationary Helper period the wage will increase to the 1st year Helper's rate for the second (2nd) six (6) calendar months of employment. Upon completion of the second (2nd) six (6) calendar months of employment the wage rate will increase to the 2nd year Helper's rate and thereafter wage increases will continue based on the regular yearly wage progression as listed above. The

Probationary Helper employee will have full rights and privileges contained within this collective bargaining agreement.

4. Journey-Person Job Description – a journey-person must be able to operate and maintain a hand paint machine, a tape machine, and a small grinder and other industry related equipment. A journey-person should be able to assist the foremen or charge-person in setting up traffic control and having working knowledge of MUTCD and OSHA guidelines.

A journey-person must be able to operate and maintain at least one piece of the following equipment:

- A. Epoxy Resin – Drive accurately and operate the back of the epoxy truck.
- B. Thermoplastic – Drive accurately and operate the back of the thermoplastic striping truck.
- C. Reflectors – Operate the reflector epoxy and saw truck.
- D. Removal – Operate the removal truck.

5. The parties shall agree prior to the commencement of work by any new employees as to whether or not he is a journey-person or a helper and shall further agree with respect to the advancement from helper to journey-person as to the requirements for becoming a journey-person. The Employer will train the employee, so the employee can obtain the knowledge and requirements of the journey-person classification.

6. The Charge-Person, Irrespective of classification shall receive fifty cents (\$.50) per hour in addition to the regular pay. The wage rate for the foreman shall be no less than that paid to the charge-person.

7. At any time the Employer feels an employee is not performing the skills required for the wage rate the employee is receiving, the Employer will serve written notice to the employee and the Union. The Employer, the employee, and the Union will review and discuss the evaluation. The foregoing reviews shall in no way infringe on the employee's right to file a grievance.

ARTICLE VI

Hours and Overtime

The regular work day shall consist of eight (8) hours per day, with one half (1/2) hour for lunch. The regular work week shall consist of forty (40) hours. Monday to Saturday Inclusive.

1. Regular Working Day – the regular work day will be any eight (8) hours within a calendar day. Monday to Saturday Inclusive. If an employee is required to report to work twice within one (1) calendar day, his pay hours will continue to total from the first work period. All hours in excess of eight (8), from the total of hours worked that calendar day will be paid at time and one half (1½) of his regular rate.

2. Overtime – any employee working more than eight (8) hours in any one (1) day shall receive time and one-half (1½) shall be paid for hours worked in any week in excess for forty (40) hours. Work performed on Sundays irrespective of the amount of hours worked during the week shall be paid for at the rate of time and one-half (1½) of the employee's regular hourly rate.
3. Sunday Work – A two (2) day notice is required for Sunday work. Providing failure to give such notice, the employee called into work on Sunday shall receive no less than eight (8) hours at double the regular rate of pay.
4. Reporting Pay – Employees required to report to work who are prevented from working by conditions other than weather shall be paid a minimum of two (2) hours at their regular straight time rate of pay. Providing such employees are held for duty for more than two (2) hours the actual time worked will be paid for at their regular rate of pay. If an employee works more than two (2) hours, he will receive his regular rate of pay until released. If an employee has started work and conditions prevent the continuation within the first four (4) hours and the employee is released for the day the employee will receive four (4) hours pay, after four (4) hours of work the employee will be paid for actual time worked.
5. An employee required to travel from the job in excess of one (1) hour per day in a Company Vehicle will be paid travel pay at the regular rate for the time in excess of one (1) hour.
6. An employee will be compensated at the regular rate of pay for all travel to the job while in a Company Vehicle starting at his scheduled reporting time.

ARTICLE VII

Holidays

1. There shall be eight (8) paid holidays each year, namely: New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Said holidays shall not be worked by the employees but they shall receive eight (8) hours straight time including fringe benefits for such holidays. With respect to any holidays worked by an employee, such employee shall be paid at the rate of time and one-half (1½) in addition to the regular holiday pay. All employees on the payroll of the Employer in the week wherein the holiday occurs shall be entitled to holiday pay.
2. Holiday Allowance – On any of the above holidays falling during the period of normal operations, all employees who are not scheduled or called for work on such holidays, will receive eight (8) hours straight time pay at their regular rate, provided they have not been absent from work on their scheduled work days. Immediately preceding and immediately succeeding such holidays, unless absent due to reasonable causes acceptable to the Company.

ARTICLE VIII

Leave of Absence

1. Any employee, on proper showing of necessity, may be granted a leave of absence without pay and without loss of seniority for a period not to exceed three (3) months. All leaves of absence shall be in writing and a copy shall be furnished to the Union. The acceptance of employment not in the interest of the Company or the Union shall invalidate any leave of absence.
2. Military Leave – Employees, other than temporary, entering the Armed Forces of the United States shall be re-employed under the provisions of the Selective Service Act of 1948, as amended, if their circumstances qualify pursuant to this Act.
3. Seniority Factor – In promotions to permanent positions other than supervisory positions, and demotions to lower pay rate jobs, layoff and rehire, the following factors shall be considered: (1) ability, (b) seniority. In any case, wherein the factors specified in “b” are relatively equal, factor seniority as herein defined and supplied shall control. Vacancies in permanent positions may be filled by temporary appointment wherein necessary to avoid loss of production. All questions and disputes arising hereunder shall be disposed of as provided in Article XIII as hereof.

ARTICLE IX

Contributions to International Painters and Allied Trades Industry Pension Fund, The Painters and Allied Trades Labor Management Cooperation Initiative; and Vacation Fund and all authorized employee deductions

1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to by Agreement and Declaration of Trust, International Painters and Allied Trades Industry Pension Fund (“the Pension Fund”), and the Painters and Allied Trades Labor Management Cooperation Initiative (“LMCI”), for each employee covered by this Agreement as follows:
 - a. For each hour or portion of an hour for which an employee receives pay, the Employer shall make a contribution in the current allocation per the appropriate schedule herein to, the Industry Pension and Annuity; and to the LMCI. (Contributions must be made for each hour paid by the Employer, except that, when overtime rates apply, a contribution need be made only for the actual hour(s) worked.)
 - b. Contributions shall be paid on behalf of any employee starting with the employee’s first hour of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, journey-persons, trainees, and probationary employees.

c. The payments to the Pension, and LMCI Funds described above shall be made separately to each respective Fund or as otherwise set forth in written instructions that the Employer shall receive from the Administrator(s) of each Fund. The Employer hereby understands, accepts, and agrees to be bound by all provisions set forth in the Agreement and Declaration of Trust that has been adopted by the parties to each of the respective Funds identified above, including all amendments and modifications made thereto, and the Employer hereby agrees to be bound by and to said Agreements and Declaration of Trust it had actually signed the same.

d. The Employer shall, with respect to any and all contributions or other amounts that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, to the IUPAT Industry Annuity Plan, the Painters and Allied Trades Labor Management Cooperation Initiative, The IUPAT Political Action Together (and any and all other Affiliated International Organizations as may be created or established in the future), upon receipt of a written directive to so do by the affiliated funds and Organizations make all required payments, either directly or through an intermediate body, to the "Central Collections" Unit of the International Union and its affiliated Funds and organizations. Such contributions shall be submitted on appropriate forms, in such format and with such information as may be required by Central Collections and/or District Council 711.

e. The Employer and Union hereby irrevocably designates as its representative on the Board of Trustees of the District Council 711 Health and Welfare, Vacation Fund and Finishing Trades Institute, Pension Fund, the FTI, and the LMCI such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors, as provided for in the aforesaid trust indentures.

f. The parties hereto further agree to be bound by all actions taken by the Trustees of the District council 711 Health and Welfare, Vacation Fund and Finishing Trades Institute, Pension Fund, the FTI, and the LMCI pursuant to the said Agreements and Declaration of Trust, as amended from time to time.

2. All contributions to the Funds described herein this Agreement will be made at such time and in such manner as the trustees of each respective Fund may require, and the trustees shall have the authority to have a certified public accountant audit the payroll, wage, and other relevant records of the Employer for the purpose of determining the accuracy of contributions to each respective Fund. If an Employer fails to make contributions to any Funds described in paragraph 1 hereof within forty-five (45) days after the date required by the trustees, such failure shall be deemed a violation of this Agreement and the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provisions hereof to the contrary withstanding, and the Employer shall be liable for all costs of collecting the payments due, together with the attorney's fees such penalties as may be assessed by the Trustees of each respective Fund. The Employer's liability for payment under this provision shall not be subject to or covered by any "no-strike" clause which may be provided or set forth elsewhere in this Agreement and such provisions shall not apply in the event of a violation of this clause. Each of the respective Funds described in paragraph 1 hereof shall, at all times,

conform with the requirements of the Internal Revenue Code and other applicable laws and regulations so as to enable the Employer, at all times, to treat contributions to them as deduction for income tax purposes.

For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee or payable by the Employer in accordance with the Agreement, shall be counted as hours for which contributions are payable.

Health and Welfare Fund:

Upon the signing of this Agreement the employer agrees to cover all their employees and dependents with Hospital and Medical protection that shall be no less than that provided by Expanded Comprehensive Blue Cross, Blue Shield and Rider J.

All employees currently employed and covered under the Company plan will retain their original coverage in effect prior to this Agreement and for its duration.

All new employees hired after the effective date of this Agreement. Coverage shall apply as follows:

1. 6 months following the effective date of this Agreement you will become eligible;
2. Employee will attain full benefits – 100% by Employer;
3. Dependants will attain full benefits – 100% by Employer;
4. **Dependants are defined as the following:**
 - a. Legal Spouse;
 - b. Unmarried dependant children under the age of 19;
 - c. Step children and legally adopted children following the same qualifications as a natural children;
 - d. Handicapped children: a handicapped child is one that has a mental, physical handicap, or developmental disability, who cannot support himself/herself. {The handicap child may stay an eligible dependent beyond the age limit as long as he stays unmarried and unable to support himself/herself and If (a) his/her condition started before the plan's age limit (b) depends on the employee for most of his care};
 - e. Excluded is any dependent who is on active duty in the armed forces.
5. If the Employer chooses not to provide his own approved coverage the cost of Health & Welfare will be as follows:

01/01/10	07/01/10	07/01/11
To	To	To
06/30/10	06/30/11	06/30/12
<u>\$8.08</u>	<u>\$9.01</u>	<u>\$10.05</u>

ARTICLE X

Seniority

1. Seniority Defined – Seniority shall be the total length of last continuous service in the employ of the Company in years, months, and days. Authorized leaves of absence as defined in Article 8, Section 1 do not affect seniority.
2. Probationary Period – New employees shall be hired on a probationary basis and shall attain no seniority for a period of thirty (30) days. If retained in the employ of the Company after the probationary period, seniority shall accrue from the date of employment.
3. Curtailment and Layoff – Wherein curtailment of production is required, employees will be laid off in accordance with their seniority factor. Employees shall be recalled in reverse order of their seniority. When the former job of a man permanently transferred because of cut back reopens, he shall have the opportunity of going back on this job regardless of his successfully having bid on another job in the meantime. If he refuses to return to the job it must therefore be posted. The Company shall whenever possible give employees twenty-four (24) hours notice of layoff.
4. Permanent Layoff – Upon layoff, the Employer shall notify the employee and the Union immediately if the employee will not be recalled for work. The employee shall retain the right to file a grievance for resolution if he feels his discharge is without just cause.
5. Loss of Seniority – Seniority shall be terminated as follows:
 - a. If an employee quits.
 - b. If an employee is discharged for cause.
 - c. If an employee is absent for more than three (3) days without properly notifying the Company, unless such failure is reasonably explained.
 - d. If such employee fails to return to work after being notified to report for work, unless such failure is reasonably explained.
 - e. If he is laid-off for twelve (12) consecutive months.
6. General Layoff – In the event of a general layoff for more than twelve (12) months, all regular employees shall be recalled in the direct order of their seniority before any new employees are hired.

ARTICLE XI

General Conditions

1. Commercial Drivers License (C.D.L.) – All employees must obtain a minimum of class B with airbrake and hazmat endorsement C.D.L. within six (6) months of probationary employment. The Employer will assist the employee in obtaining the C.D.L. The employee must at all times be in compliance with all Department of Transportation and Motor Vehicle

Commission. The Employer will insure that all motor vehicles and equipment is in compliance with Department of Transportation and/or the Motor Vehicle Commission rules and regulations. The employee may refuse to operate any motor vehicle or equipment that does not comply and/or meet the foregoing rules and/or regulations. Employees failing to maintain driving status or failing mandatory substance abuse testing will be subject to disciplinary action including possible discharge.

2. Equal Employment Opportunity – it is the continuing policy and practice of the Company and the Union to neither discriminate against nor give preferential treatment to any employee because of race, creed, color, national origin, sex, or age...

3. Death in the family – Employees having a death in their immediate family shall be allowed a maximum of three (3) days off with pay, if necessary. The day of the funeral is to be considered the last day allowed. The immediate family should be defined as follows: Husband, Wife, Mother, Child, Stepchild, Father-in-Law, Mother-in-Law, Brother, Sister, Grandchild (one day only-day of funeral), Grandparents (one day only-day of funeral).

ARTICLE XII

Grievances & Arbitration

A. **Grievance:** Any grievance concerning wages, working conditions, or other disputes covering a specific provision of this Agreement be settled in the following manner:

Step One: The aggrieved party shall discuss the matter with the immediate supervisor.

Step Two: If the grievance is not resolved in Step One, it shall be reduced to writing, dated, signed by the grievant and presented by the Shop Steward to the supervisor within five (5) days of the incident which gave rise to the grievance. The written grievance shall contain the following:

1. Date, time location and description of grievance;
2. Names of employees involved, both hourly and salary;
3. Specific section of the contract violated;
4. Remedy requested.

The Supervisor will have five (5) days to answer the grievance.

Step Three: If the grievance is not resolved in Step Two, the Union will have five (5) work days from the supervisor's answer to a request for a meeting between the grievant, the Company Manager and the shop steward. Following this meeting, the Company Manager, or a designee shall have ten (10) work days to provide a written response to the Union.

Step Four: If the grievance is not resolved in Step Three, the Union shall have five (5) work days from the Company Manager's response to notify the Company in writing of their

decision to arbitrate. If the Company fails to observe the time limits listed in this Article, the grievance will be considered denied and the Union may move the grievance to the next step. If the Union fails to observe the time limits listed in this Article, it will result in forfeiture of the grievance. Time limits will be adhered to, unless a written waiver is signed by both parties.

B. Arbitration: A panel of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service and/or the New Jersey State Board of Mediation. The arbitrator shall be selected by each party deleting alternate names from the panel. The last remaining name on the panel shall be the impartial arbitrator who shall schedule a hearing at a time convenient to all the parties. The decision of the arbitrator shall be final and binding the Union, the Company and the employee(s). However, the arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement, or to vary the discipline rendered. Each party is responsible for their legal and/or professional fees. The Company shall not be liable for any pay to any Union employee attending an arbitration hearing.

ARTICLE XIII

Union Representative & Shop Steward

14.1 The Union Business Manager Secretary Treasurer is the sole agent on behalf of the Union to take any action in respect to strike or other interference with work.

14.2 The Union Representative shall have the right to visit any building, shop or job in the discharge of duties.

14.3 At the discretion of the Union, a qualified shop or job steward shall be referred in all shops/jobs. Steward may be appointed from those employees working on the job.

- a. The shop steward may handle routine grievances on the job but is not authorized to call work stoppages or make any agreement which contradicts changes, modifies or alters the terms of this Agreement.
- b. In the event of emergent difficulties, he shall so notify the business manager.
- c. Except for general foreman and foreman, the steward is senior and, provided he remains qualified to do the work, the shop or job steward shall be the last person laid off among the employees in the bargaining unit, in any shop and/or job.

ARTICLE XIV

Political Action Fund:

Sec 1: Employers signatory to this Agreement shall deduct from the wages of each Union employees, the voluntary sum of two cents (\$.02) for each hour worked as a non-deductible political contribution to the Political Action Together-Political Committee (PAT-PC) of the International Brotherhood of Painters and Allied Trades.

a. On or before the 15th day of each month, the employer shall remit to the Union the entire amount deducted and owing as to each employee for the previous month.

Sec 2: The obligation of the Employer shall apply only as to those employees who have voluntarily signed a valid deduction authorization card.

a. The Union shall advise the Employer of any employee who has not signed a deduction authorization card.

Severability and Savings:

Any provisions in this Agreement or application of such provisions or circumstances which shall be in conflict with any Federal or State legislation or which shall be held invalid or unenforceable by a court of law or equity or by an administrative governmental agency with appropriate jurisdiction shall not render the balance of this Agreement null and void. The Employers and the Union shall meet within thirty (30) days after such provisions have been declared null and void or unenforceable to negotiate a substitute provision and incorporate same within the balance of the otherwise valid agreement.

ARTICLE XV

Surety Bond

The Employer agrees before commencing work pursuant to the provisions of this Agreement to deposit with the Union a bond guaranteed by a Surety Company in the amount of five thousand dollars (\$5,000.00) or letter of credit guaranteeing the payment of wage and fringe benefits as required in accordance with this Agreement, said bond shall be in a form to be approved by the Union and shall be cancellable by the Surety Company only on a thirty (30) days notice in writing to the Union.

ARTICLE XVI

Successor & Savings

A. Successor Clause:

This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns. When entering into any negotiations to sell its business, the employer agrees to give the prospective purchaser a copy of this Agreement and notify the purchaser that District Council 711 is the collective bargaining representative of the seller's employees. Immediately upon closing, the Employer shall notify the Union of the name and address of the Buyer.

ARTICLE XVII

Duration of Agreement

1. The parties hereto recognize that the provisions of the Agreement may be incomplete and that other terms or conditions of employment may necessarily be required to be negotiated during the period of this Agreement. The parties; therefore, agree that either party may upon five (5) days notice request negotiations upon any term or condition of employment not specifically controlled by this Agreement.

2. This Agreement shall take effect on the first Day of 01/01/2010 and shall continue in effect until 06/30/2012 and thereafter from year to year on condition; however, that either party may given written notice to the other not less than sixty (60) days prior to the termination date of Agreement or the current termination date of any extension thereof given notice of its desire to terminate this Agreement, for the purpose of renegotiating or otherwise; in such event this Agreement will terminate at the current expiration date hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 22nd day of March, 2010.

Lombardi Enterprises, Inc.


For the Firm (sign)

Alan Lombardi

For the Firm (print)

IUPAT District Council No. 711

For the Union (sign)

For the Union (print)

Social Security Registration Number:

Unemployment Compensation Reg. No.:

Name of Compensation Ins.:

Expiration Date of Compensation Inc.:

New Jersey Manufacturers

1/15/11